

AWARD DATA

Orders May Be Placed Through 9/29/03

Supply, Deliver, Stockpile & Spread Crushed Aggregate, Indefinite-Delivery, Indefinite-Quantity

Ordering Agencies:
BLM OR/WA

BLM Contract No.:
HAC992N00

Contractor:
Cascade Rock Inc, 15464 Old Hwy 99 S, Myrtle Creek, OR 97457

BLM contact:
Myrna Jungling, Contracting Officer 503-808-6225

Contractor contact:
Stan Holmgren, President, 541-860-5609

For contractor's technical approach, and missing information in Section I and J, contact:
Tom Fulton at 503-808-6210

All modifications have been incorporated into text.

SECTION B - SCHEDULE OF ITEMS

This is a three-year indefinite delivery/indefinite quantity contract for the services specified. Offers shall be submitted for all items listed below. These prices will be used to determine the price of each task order. The quantities listed are the estimated amounts of each type anticipated to be ordered throughout the contract. Enter a unit price for each item, then multiply the unit price by the estimated quantity to obtain the total amount.

<u>Sub-Item</u>	<u>Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
A	1½ inch Minus Rock				
AA	Haul and Spread at Willow Valley Road	5000	CY	\$_____	\$_____
AB	Haul and Spread at Round Valley Road	2800	CY	\$_____	\$_____
AC	Haul and Spread at Wood River Wetland	200	CY	\$_____	\$_____
AD	Haul and Spread at Bryant Mtn. Road	1800	CY	\$_____	\$_____
AE	Haul and Spread at Topsy Road	2200	CY	\$_____	\$_____
AF	½ inch Minus Rock Stockpile near Topsy Road		CY	\$_____	\$_____
B	¾ inch Minus Rock				
BA	Haul and Spread at Round Valley Road	1000	CY	\$_____	\$_____
BB	Haul and Spread at Bryant Mtn. Road	900	CY	\$_____	\$_____
BC	Haul and Spread at Horse Camp Rim	2200	CY	\$_____	\$_____
BD	Haul and Spread at Topsy Road	1900	CY	\$_____	\$_____
BE	¾ inch Minus Rock Stockpile at rock quarry		CY	\$_____	\$_____
BF	¾ inch Minus Rock Stockpile at Pit (loaded and hauled)		CY	\$_____	\$_____
BG	¾ inch Minus Rock Haul and Spread At Gerber		CY	\$_____	\$_____

C **½ to ¼ inch Minus Rock**

CA	Stockpile at Gerber	300	CY	\$_____	\$_____
CB	Stockpile on Hamaker Mountain Road	700	CY	\$_____	\$_____
CC	Stockpile at Keno Access Road	1700	CY	\$_____	\$_____
CD	Stockpile on Topsy Road	300	CY	\$_____	\$_____
CE	¾ inch Minus Rock Haul and Spread At Gerber	300	CY	\$_____	\$_____

TOTAL AMOUNT, Sub items A through C
(All or None) \$_____

CY = Cubic Yard

Est. = Estimated

Qty. = Quantity

PERFORMANCE TIME: One (1) calendar day for each \$2,000 value of the task order.

ESTIMATED AWARD DATE: September 28, 1999

Award will be made on an all-or-none basis. Award will not be made for less than a total of all quantities as set forth in the Schedule of Items. The total bid, for evaluation purposes only, will be the total amount, Subitems A through C.

All work will be ordered by task orders prior to September 30, 2003. Each task order must be completed before following task orders are issued unless authorized by the Contracting Officer (CO). Orders may also be placed by warranted CO's of the Fremont and Winema National Forests.

Minimum amount to be ordered against the contract: \$ 35,000

Minimum amount to be ordered by task order: \$ 5,000

Maximum amount to be ordered by task order: \$ 50,000

The total value of the contract will not exceed \$ 500,000.

This procurement is set aside for small business concerns.

REFER TO SECTION I, CLAUSES 52.216-18 ORDERING, 52.216-19 ORDER LIMITATIONS, AND 52.216-22 INDEFINITE QUANTITY.

SECTION C - SPECIFICATIONS

C.1.0 GENERAL: The Contractor shall deliver crushed aggregate on roads or at prepared stockpile sites. The areas are located in Klamath County, Lakeview District, Oregon, as shown on the location maps, Section J.

C.2.0 MATERIAL SPECIFICATIONS

C.2.1 Crushed Aggregates

Aggregate shall be hard, durable particles or fragments of crushed stone or crushed gravel. The material shall be uniformly graded from coarse to fine and shall comply with the following quality and gradation requirements:

Aggregates shall conform to the gradation requirements set forth in Table 1.

TABLE 1

Grading Requirements for Crushed Aggregate with Percentage by Weight Passing Square Mesh Sieves Using AASHTO T-11 and T-27

<u>Sieve Designation</u>	<u>Percent Passing</u>		<u>Sieve Designation</u>	<u>½ to ¼Chip</u>
	<u>C (1½")</u>	<u>D (¾")</u>		
1-1½ inch	100		¾ inch	100
1 inch		100	½ inch	85-96
¾ inch	60-95	70-98	¼ inch	0-15
No. 4	30-55	36-60	No. 10	0-4
No. 30	11-27	12-31		
No. 200	3-15	3-15		

When sand equivalent is less than 35, the specification limits for material passing the No. 200 sieve are shown in Table 2 below.

C.2.2 The portion of the material retained on a No. 4 sieve shall be known as coarse aggregate and that portion passing a No. 4 sieve shall be known as fine aggregate.

C.2.3 The material shall be free from vegetative matter and clay balls.

C.2.4 The aggregate shall show a durability factor not less than 35 (coarse and fine) as determined by AASHTO Method T 210 (Production of Plastic Fines in Aggregates).

- C.2.5 Coarse aggregate shall have a percent of wear not more than 35 at 500 revolutions as determined by AASHTO Method T 96, LA Abrasion Test.
- C.2.6 Crushed rock material shall show a loss of not more than 12 percent by weight when immersed in DMSO, dimethyl sulfoxide, for five days, in accordance with Federal Highway Administration's Region 10 Accelerated Weathering Test Procedure.
- C.2.7 The fine aggregate shall have a sand equivalent of not less than 35 as determined by AASHTO Method T 176, Alternate Method No. 2, except that when the filler exhibits a sand equivalent of less than 35, the aggregate will be accepted if it complies with the additional requirements as follows:

TABLE 2

Sand Equivalent AASHTO T 176	Liquid Limit AASHTO T 89 Maximum	Plasticity Index AASHTO T 90 Maximum	Percentage Passing No. 200 Sieve AASHTO T 27 Maximum
34	25	5	9
33	25	4	8
32	25	3	7
31	25	2	6
30	25	NP	5
29 or less	25	NP	4

- C.2.8 When crushed rock material is produced from gravel, not less than 65 percent by weight of the particles retained on the No. 4 sieve will have two (2) fractured faces. If necessary to meet the above requirements or to eliminate an excess of filler, the gravel will be screened before crushing.
- C.3.0 MATERIAL SOURCES: Crushed rock may be obtained from commercial sources selected by the Contractor.
- C.4.0 STOCKPILE LOCATION/ROADS
- C.4.1 All chip rock shall be hauled and stockpiled at designated sites along roads identified.

C.4.2 Other rock material shall be hauled and spread at roads identified. The CO will post the stockpile sites or roads as may be necessary to locate and identify the site. Maps are provided for locations. See Section J.

C.5.0 Chip rock will be required under OSHD Test Method 227 (Method of test for evaluating cleanness of cover coat material). A cleanness test shall be given to indicate the relative amount, fineness, and character of clay-like materials present on aggregate as coating or otherwise OSHD Test Method 227). The chip rock shall have a cleanness value of 75 or greater.

SECTION E - INSPECTION AND ACCEPTANCE

52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE

(AUG 1996)

(a) Definition. "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e)(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i)(1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10

days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

52.246-16 RESPONSIBILITY FOR SUPPLIES

(APR 1984)

(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.

(b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon -

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

(c) Paragraph (b) above shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) above shall apply.

(d) Under paragraph (b) above, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

SECTION E - INSPECTION AND ACCEPTANCE

E.1.0 INSPECTION: Submit a copy of each of test results verifying durability, gradation, percent of wear, and percent of loss prior to the first delivery of each rock size and annually thereafter or when the rock source changes, whichever comes first.

E.2.0 PAYMENT

E.2.1 Measurement

E.2.1.1 Aggregates will be measured by the cubic yard in the hauling vehicle (truck measure) at the point of delivery. Vehicles may be of any size or type provided the body is of such shape that the actual contents may be readily and accurately measured.

E.2.1.2 Each vehicle shall bear a legible identification mark. The volume of the vehicle will be measured to the nearest 0.1 cubic yard and rounded to the nearest whole cubic yard for recording capacity and for payment. Deductions will be made for loads below the approved capacity.

E.2.1.3 The volume of material to be hauled by each vehicle shall be mutually agreed to in writing by the COR and Contractor prior to its use. Payment will not be made for material in excess of the approved volume. Vehicles carrying less than the approved volume may be rejected or accepted at the reduced volume determined by the COR. The CO will designate specific loads to be leveled by the Contractor at the point of delivery. In the event a leveled load reveals the vehicle has been hauling a volume of material less than the approved volume, all material received since the last previously leveled load shall be reduced by the same ratio as the current struck load volume is to the approved volume.

E.2.1.4 The Contractor shall furnish a dump person at the delivery site. The dump person shall maintain a record book in which the dump person shall record the load number, truck number, cubic yards hauled, and time of arrival of each load of material delivered. The record shall be furnished to the COR at the end of each shift or when requested.

E.2.2 Payment: The accepted quantities will be paid for at the unit prices shown in the Schedule of Items. Payment shall be full compensation for producing all materials, labor, equipment, tools and incidentals necessary to produce and deliver materials.

E.2.3 Submission of Invoices: Unless otherwise specified in the task order, the Contractor shall submit invoices directly to the COR at the address listed below. Invoices shall be prepared and submitted for each partial payment and final payment, and shall include the Contract number, Bid Item number, and task order number and the quantity delivered.

Bureau of Land Management
Klamath Falls Resource Area Office
2795 Anderson Avenue, Bldg. 25
Klamath Falls, Oregon 97603

SECTION F - DELIVERY/PERFORMANCE

52.211-16 VARIATION IN QUANTITY (APR 1984) (Task Orders)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

5 percent increase
5 percent decrease

This increase or decrease shall apply to each quantity specified in the delivery schedule for each task order.

F.1.0 NOTIFICATION OF DELIVERY

The Contractor shall notify COR at least 24 hours prior to delivery, to arrange for unloading and acceptance at destination. Delivery shall be made between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, holidays excluded.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1.0 RESPONSIBILITIES OF AUTHORIZED REPRESENTATIVE

The Contracting Officer's Representative (COR) is the on-the-ground administrator for the Contracting Officer. The extent of and restrictions to the COR's authority are defined in the COR's Designation Letter. The COR is authorized to clarify technical requirements, and to review and approve work which is clearly within the scope of work. The COR is NOT authorized to issue changes pursuant to the changes clause or to in any other way modify the scope of work.

Section I

52-216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through **September 30, 2003**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, or by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$5,000**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for single item in excess of **\$ 50,000**.

(2) Any order for a combination of items in excess of **\$ 50,000**.

(3) A series of orders from the same ordering office within **21 days** that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarder for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)(I) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

SECTION J - LIST OF ATTACHMENTS

SAMPLE TASK ORDER

WORK LOCATION MAPS